

myron **e. m**ims, esq.

October 26, 2004

Via Facsimile

Brian Potashnik
Southwest Housing Development Company, Inc.
5910 North Central Expressway, Suite 1145
Dallas, Texas 75205

*Re: Legal Representation for Bright III Community Housing Development
Organization, and The Urban League*

Brian:

Pursuant to our conversation regarding my representation of Bright III Community Housing Development Organization and the Urban League (hereinafter collectively the "Organizations") in the Scenye and Laureland multi-family housing development projects (the "Projects"), enclosed please find my engagement agreement (the "Agreement") with Bright III.

The agreement contains all the terms and conditions of my representation, including the retainer fee - which I have highlighted for your convenience. To be sure, I have agreed to make the retainer applicable for the Urban League in addition to Bright III.

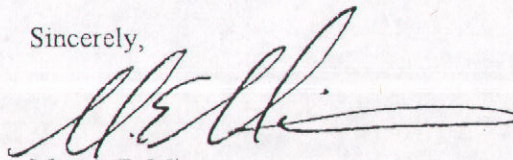
I understand that you have agreed to pay the retainer on behalf of the Organizations today, in effort to facilitate an agreement between the parties wherein the current CHDO would assign its interest in the Projects to the organizations. I further understand that time is of the essence regarding the assignment.

As discussed, I will need to review all relevant documents concerning the current CHDO and its legal/contractual rights in the Projects, in addition to the assignment agreement itself. I also stand ready to prepare the assignment if necessary.

To that end, please contact me at 214.882.2740, so that I may arrange to have a courier pick-up the relevant documents and the retainer fee.

Thanks in advance for your immediate attention to this matter.

Sincerely,



Myron E. Mims

cc: Mac Fulbright

2633 McKinney Ave. Ste#130-400 · Dallas · Texas 75204 · 214.744.0079 (tel) · 214.747.2047 (fax)

**GOVERNMENT
EXHIBIT**

831

3:07-CR-0289-M

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myron **e. m**ims, esq.

October 18, 2004

Via Facsimile

Bright III Community Housing
Attn: Mac Fulbright
1801 N. Hampton Road, Suite 230
DeSoto, Texas 75115

RE: Representation

Mr. Fulbright:

I want to express my appreciation for the opportunity to represent your company. As part of opening a new file I routinely provide the client with an engagement letter. The purpose of this letter is to establish an understanding of the legal services to be provided and the compensation for those services.

You have engaged Myron E. Mims' (hereinafter "Counsel") services to represent Bright III Community Housing Development Organization (hereinafter "Client" or Bright III) regarding a potential joint venture with Southwest Housing and/or Brian Potashnik to develop a multi-family housing facility in the southern sector of Dallas, Texas. You should provide any other specific limitation on the scope or nature of our engagement, in writing.

Client agrees that the provisions of this engagement letter shall apply, not only to the matters specifically described hereinabove, but also to any future engagements, unless specifically agreed otherwise.

Client agrees that payment, expense disbursements and other charges will be made in accordance with the terms set forth in the attached memorandum entitled "Payment for Legal Services". In order to provide for payment, Client agrees to pay a retainer in the amount of \$7,500.00. The retainer fund will be charged and disbursed as stated in the attached memorandum.

Client and Attorney are both free to terminate this relationship at any time, subject to reasonable notice. In the event of termination, Counsel will be entitled to receive compensation for all services rendered and all expense disbursements and other charges, pursuant to the attachment hereto, up to the time of Counsel's termination. Client will be entitled to reimbursement for any unused portion of its retainer in accordance with the attached Payment For Legal Services.

Please be aware that the company, not any individual officer or owner, will be the client. Of course, I will be free to represent either of you individually in connection with any matters that do not conflict with the company's interests.

There may arise other circumstances during the course of representation that will require Counsel to withdraw from representing Client in accordance with the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such instances, as well as those mentioned in the preceding paragraph, Counsel will cooperate in the transfer of the matter to other counsel of the company's choice.

Counsel shall be disqualified from representing any other client (i) in any matter that is substantially related to Counsel's representation of you or (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. Client understands and agrees that, with those exceptions, Counsel is free to represent other clients, including clients whose interests may conflict with that of Client in litigation, business transactions, or other legal matters. Client agrees that Counsel's representation in a particular matter will not prevent or disqualify Counsel from representing clients adverse to Bright III in other matters, and Client consents in advance to Counsel's undertaking such adverse representations.

Counsel's services are not being rendered on a contingency basis. Continued work on this matter is conditioned upon current payment in accordance with the terms of the attached memorandum. Should Client for any reason be unable to comply with those terms, Client hereby consents to Counsel's withdrawal from representation.

Any expressions made by Counsel concerning the outcome of legal matters are expressions of his best professional judgment, and are not guarantees. Such opinions are necessarily limited by knowledge of the facts and are based on the state of the law at the time they are expressed.

If a settlement is reached or an award granted at a time when Counsel is owed any monies or the Client is indebted to third-party vendors in connection with a matter, such charges shall be deducted from any monies that Client is entitled to receive pursuant to the settlement or award.

The Supreme Court of Texas requires that all attorneys follow the "Texas Lawyer's Creed". I have enclosed a copy of this document for your review.

In the event of any dispute or controversy regarding or arising out of Counsel's representation, it is agreed that the same shall be subject to mediation before a mutually-agreeable mediator.

Please confirm your acceptance of the terms and conditions set forth in this engagement letter by returning an executed copy of this letter in the enclosed envelope. I appreciate the opportunity of undertaking this matter on your behalf.

Sincerely,



Myron E. Mims

AGREED:

BRIGHT III COMMUNITY HOUSING

Mac Fulbright

Title

PAYMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of payment for our services as your legal representative. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

How Fees Are Set

The amount to be charged for the legal services we provide to you will ordinarily be calculated on an hourly basis of \$230 per hour. If a particular matter requires that a different rate be charged, we will notify you of this fact prior to beginning the work on that matter. In determining whether our rates are reasonable, we have considered factors set forth in Section 1.04(b) of the Texas Disciplinary Rules of Professional Conduct, which governs all Texas lawyers. A copy of Section 1.04(b) will be furnished upon request.

We are often requested to estimate the amount of fees and costs likely to be incurred. Whenever possible, we will furnish such an estimate based upon our professional judgment. If such an estimate is provided, you should understand that it is not a maximum or fixed fee quotation, unless otherwise stated in writing. The ultimate cost is frequently more or less than the amount estimated.

It is our policy in most situations not to accept representation on a fixed-fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the fixed-fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

Expense Disbursements and Other Charges

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. Third-party charges incurred on your behalf in significant amounts will be sent to you for payment direct to the vendor. We will bill you monthly for other expense disbursements incurred on your behalf (filing fees, travel expenses, delivery costs, etc.), together with our customary charges for copying, printing, long distance telephone, telecopy and telex services, and other items. These will be billed to you on the same basis as charged to our other clients.

Retainer and Trust Deposits

Clients of our firm are asked to deposit a retainer with the firm. This initial deposit is required to retain our services and is non-refundable. Regular invoices will be furnished to you for our attorneys' fees, expense disbursements and other charges. You will be expected to replenish the retainer deposit in accordance with our agreement as such invoices are received. We reserve the right to change the method of billing such expense disbursements and other charges to you from time to time, provided that we charge you on the same basis that we charge our other clients. If the retainer deposit proves insufficient to cover current expenses and fees, it may have to be increased.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for fees, expense disbursements, and other charges. You agree to make payment upon receipt of our invoice.

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

ORDER OF THE SUPREME COURT AND THE COURT OF CRIMINAL APPEALS

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against the unjust and improper criticism and attack. Lawyers

and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.